APPIRIO INC.
STATEMENT OF WORK

Customer:	State of Kentucky Crime Victims Compensation Board
SOW Effective Date:	
Under Professional Services Agreement Dated:	

This Statement of Work ("**Statement of Work**" or "**SOW**") is governed by the terms of the Professional Services Agreement ("**PSA**") listed above between Appirio Inc. ("**Appirio**") and the customer indicated above ("**Customer**"). The services to be provided by Appirio to Customer under this SOW are "**Services**" under the PSA and are provided subject to the terms and conditions of the PSA. In the event of any inconsistency between this SOW and the PSA, the terms of this SOW shall control.

1. Contact Information

Each party agrees that the respective Project Managers listed below have full authority to direct and provide feedback relating to the project described in this SOW. Either party may change its Project Manager from time to time, upon notice to the other party.

Customer Project Manager:
Name:
Title:
Phone No.:
Email Address:

Customer Facility Address:
State of Kentucky Crime Victims Compensation Board

Appirio Project Manager:
Name: Paul Noone
Title: Client Manager
Phone No.: 404-939-0026
Email Address: pnoone@appirio.com

2. Project Scope and Milestones

Scope:

The Kentucky Crime Victims Compensation Board, Sexual Assault Examination (SAEP) Program, and the Board of Claims (BoC) currently use a tracking systems designed in 2001. They use a VB6.0 application with active reports and word-merge reporting features with a SQL server 2005 database. While the CVCB / SAEP and BoC systems are separate, they have similar appearances and function. They each have multiple screens, which also have drop-downs, check boxes and boxes for entering text. The current system is not user friendly, is laid out inefficiently and lacks desired functions.

This Statement of work describes the level of effort required to create of a new SalesForce.com based application for the Crime Victims Compensation Board.

Appirio will work with the State of Kentucky to determine the workflows, roles and responsibilities of the Crime Victims Compensation employees. Appirio will provide basic data migration from an existing SQL Server application. Appirio will configure the SalesForce.com org, configure the SFA module and create a management system for the management of the state's crime victim's claims.

There are no systems integrations required in this effort.

Milestones:

Appirio and Customer agree to the following services to be provided by Appirio:

Phase	Deliverables	Total Hours
Define Phase	As-Is and To-Be process Definition Requirements gathering to support to-be Victim/Claimant Email Template Creation (Up to 4) Build user profiles, role hierarchy, org wide defaults, field -level security Reports and Dashboard configuration (Up to 5 Reports and 1 dashboard	38
Design Phase	Enable and setup Person-Accounts Adding fields and values to standard objects: Contact, Cases Design custom objects: Agencies, Restitution, etc. Design Roles & Profiles for end users Design workflows and surrounding rules (up to 2) Design end-user load template (Dataloader) Data Model Prototyping	52
Develop Phase	Setup system users Case & Contacts – Modify objects as specified by design requirements Create custom objects: Agencies, Restitution, etc. Build and execute data loads from spreadsheets (no more than 6 objects, ,<15K total record count Create 1 Dashboard Create up to 5 custom Reports Setup 4 templates with case-related merge fields	72
Validate and Deploy Phase	System Testing & Defect Workoff UAT Application Rollout	48
Measure & Support	Develop Train the Trainer instructions Admin slides Deliver 1 informal up to 8-hour hands-on application training Post Production Support	56
Total Development		266
Project Management	5 Weeks of Project Management - 8 hours/week	40
Engagement Management	5 Weeks Engagement Management – 2 hours/week	10
Total Project		316

3. Fees

Fees under this Statement of Work will be:

Summary of hours by Phase	Development Hours	Project Mgmt	Engagement Mgmt	Estimated Total
Plan and Analyze	38	8	2	48
Design	52	8	2	62
Build	72	8	2	82
Validate and Deploy	48	8	2	58
Measure and Support	56	8	2	66
Total Hours	266	40	10	316

Role	Estimated Hours	Fees
Project Management	40	$206
Business Analyst/Technical Consultant	266	$188
Engagement Management	10	$244
Total Hours	316	
Total Fees		$60,688

Notes:
- the Professional Services are provided on a time and materials basis only;
- any total number of days, hours, or other aggregate fee information provided in this SOW is non-binding estimates only;
- Customer will be billed and agrees to pay Appirio based on the number of hour or days (as applicable) of Professional Services actually performed; and
- Customer will reimburse Appirio for reasonable and documented travel, meal and lodging expenses incurred in the performance of the Services.
- Should additional Appirio requirements be identified during the project, Appirio will estimate the additional work effort and will obtain authorization from Customer in advance in accordance with the project scope change procedure in Section 5 (Scope Change) of this SOW.
- Customer acknowledges that Appirio is making resources available based on Customer's payment of the entire amount set forth above. If this SOW, or the PSA which governs it, is terminated for any reason, Customer will pay Appirio for the entire amount due under this SOW.

4. Schedule Start

Within 14 days of the Effective Date, Appirio will designate to Customer in writing the scheduled start date for the Services. Until Appirio provides Customer with such written notice, any projections regarding the Services start and completion dates are estimates only and subject to change.

Once Appirio has provided Customer the scheduled Services delivery and timeframe, if the start date is postponed as an accommodation or otherwise due to Customer's requirements, Customer shall be responsible for all charges that Appirio incurs as a result of changing or canceling reservations (e.g., transportation, accommodations, etc.) and all due dates for

Appirio deliverables shall be extended to the extent that Appirio experiences any delays in connection with such postponement.

5. Scope Change

In the event that either Appirio or Customer identifies a task or objective that is beyond the scope of the Services set forth in this SOW, the parties agree to take the following steps:

1. The party proposing the scope change shall present the proposed scope change to the other party using Appirio's standard Services project scope change document or such other form as shall be mutually agreed by the parties.

2. Project Managers from each of Appirio and Customer will review all change requests and determine the estimated cost and impact to the Services schedule and scope.

3. If both the cost and Services schedule impact is acceptable and agreed upon in writing by both Appirio and Customer, work effort associated with the change will commence.

The scope change request document should include, at minimum, the following information:

Description of scope change: the description should clearly identify the scope change as it pertains to existing objectives and tasks and the reasons for the proposed change.

Estimated project impact: the impact of the scope change on the project must be identified. This impact includes, but is not limited to, timeline impact, work effort impact and deliverable impact.

Estimated Cost: If any cost is to be associated with the change in scope, it will be clearly identified and agreed upon.

Agreement: Appirio and Customer must both agree and sign the scope change document to change the existing project scope.

6. System and Platform Requirements

The following computing platforms must be available during the project in order to successfully install and configure the Deliverables:

Platform:

SalesForce SFA

Version or Edition:

SalesForce.com Winter 10 or higher

Other resources to be provided by Customer:

7. Project Assumptions

The following assumptions have been identified and are used to define the full scope of the project and the parameters of what is to be considered in-scope and out-of-scope.

- Sufficient and appropriate Customer resources (identified in Section 6 of this SOW) must be available during the course of the project (for both on-site and off-site work).

- Appirio will validate the underlying platform configuration prior to deployment of any Appirio Deliverables.

- All underlying computing platforms meet minimum requirements and is officially supported by Appirio. Specifications are provided in Section 6 of this SOW.

- Appirio consultants must be provided reasonable access to Customer systems.

- Customer must communicate regularly with Appirio and provide Appirio with timely feedback.

- Customer and Appirio will jointly manage the project and each party will manage its own resources. It is critical that all resources be available for the duration of the project. Customer will own all high-level project management activities.

- Any explicit work effort that is not defined as either a Appirio responsibility or Customer responsibility will be considered a Customer responsibility by default.

- State of Kentucky Crime Victims Compensation Board resources and SMEs will be available as needed.
- State of Kentucky Crime Victims Compensation Board resources (Functional SMEs and Technical resources) will provide feedback within 1 business day of the review request
- State of Kentucky Crime Victims Compensation Board resources will have access to any systems needed to deliver the project.
- State of Kentucky Crime Victims Compensation Board will have administrative knowledge/access to systems that requires data migration.
- State of Kentucky Crime Victims Compensation Board will be responsible for change management planning and communications
- State of Kentucky Crime Victims Compensation Board will be responsible for the overall system and acceptance testing prior to deployment to production.
- All reporting needs will be met by the native Salesforce reporting and dashboard engine. Appirio will not need to create custom external reports that are not based on one of these solutions.
- Changes to project requirements will be strictly managed so as not to compromise delivery plans or project scope.
- State of Kentucky Crime Victims Compensation Board will provide Appirio with administrative access to its Salesforce.com instance. It is assumed that this is a new Salesforce.com instance.
- Training plan is based on informal "Train-the-Trainer" approach, State of Kentucky Crime Victims Compensation Board resources will be responsible for creating the end user training material and providing of the end user training.
- All work will be performed in a Production environment. This will save deployment efforts of migrating configurations from a sandbox.
- State of Kentucky Crime Victims Compensation Board will manage all internal resources and tasks.
- State of Kentucky Crime Victims Compensation Board to support data migration and cleanup. State of Kentucky Crime Victims Compensation Board exports and cleanses (including de-duplication if needed) all data into a jointly agreed upon .CSV format.   Appirio will be responsible for loading data into Salesforce.
- The data migration estimate is based on one time migration of Account (company accounts - agencies; person accounts - victims, offenders), Contact (company accounts - agency contacts; person accounts - N/A - part of person accounts), Case (old claim records, some related to other cases), Activities (likely notes more than tasks/events), Disbursements (effectively an invoice line item)
- Appirio will deliver up to 2 workflows or 1 approval process.
- Appirio will provide standard SFA reports provided out-of-the-box or by an AppExchange product from Salesforce labs. Appirio will create up to 5 other reports and 1 dashboard if necessary.
- To ensure project meets the delivery date, Appirio resources will be allocated through the completion of the project. If the go-live is pushed back due to failure of Appirio to deliver commitments, specified in the SOW, the Appirio resources needed to complete the project will stay engaged. If the go-live date is pushed back due to Unisys scheduling prerogative, a change order will be required to keep Appirio resources engaged beyond the original go-live date.
- Any work not specified within this SOW is out of scope.
- State of Kentucky Crime Victims Compensation Board and Appirio will jointly manage the project and each party will manage its own resources. It is critical that all resources be available for the duration of the project. Carnival will own all high- level project management activities.
- Any explicit work effort that is not defined as either a Customer responsibility or Appirio responsibility will be considered a Customer responsibility by default.
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8. Assistance by Customer

Customer acknowledges that its timely provision of the specific resources specified in Section 6 (System and Platform Requirements) and 7 (Project Assumptions) of this SOW as well as sufficient office accommodations, facilities, Internet and local network connectivity and other reasonably necessary information and assistance are essential to Appirio's performance of any Services. Appirio shall not be liable for any deficiency or delay in performing Services if such deficiency or delay is a result of Customer's failure to provide full cooperation.

9. General

Support Inapplicable: Technical support for any Deliverables provided under this SOW is available on a time and materials basis at the rate for Services set forth in this SOW.

Waivers; Modifications: No waiver, alteration or modification of the provisions of this SOW will be valid unless made in a writing which refers explicitly to this SOW and is signed by an authorized representative of each party. Any pre-printed forms, purchase orders or acknowledgements issued by Customer are for convenience only, and any terms and conditions stated therein shall have no force or effect.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

CUSTOMER: **APPIRIO INC.:**

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Print Title: _____   Print Title: _____

Notice Address: _____   Notice Address: Appirio Inc.

_____   900 Concar Drive

_____   San Mateo, CA 94402

Attention: _____   Attention: Chief Financial Officer

Fax Number: _____   Fax Number: _____

Primary Contact: _____   Primary Contact: _____